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THE FOUNDATION CARRIER AGREEMENT

A Cooperative Working Agreement

FMC Agreement No.

Expiration Date: None

This Agreement Has Not Been Published Previously

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ARTICLE 1: NAME OF THE AGREEMENT

This agreement shall be known as the Foundation Carrier Agreement (“the Agreement”).

ARTICLE 2: PURPOSE OF THE AGREEMENT

This Agreement reflects understandings reached pursuant to discussions conducted under the authority of The TradeLens Agreement, FMC Agreement No. 201328. Pursuant to 46 C.F.R. §535.408 and Article 5.5 of The TradeLens Agreement, this Agreement is being filed to reflect the understandings that have been reached among the Parties hereto.

The purpose of this Agreement is to authorize the parties to cooperate with one another and to collaborate with the Platform Providers (as hereinafter defined) with respect to the marketing of, provision of data to, and future development of, the TradeLens platform (the “Platform”).

ARTICLE 3: PARTIES TO THE AGREEMENT

The parties to the Agreement (hereinafter referred to individually as a “Party” or a “Foundation Carrier” and jointly as the “Parties” or the “Foundation Carriers”) are listed in Appendix A hereto. International Business Machines Corporation (“IBM”) and GTD Solution Inc. (“GTD”) are not parties to this Agreement, but are hereinafter referred to jointly as the “Platform Providers.”

ARTICLE 4: GEOGRAPHIC SCOPE

The scope of this Agreement is the trade between all ports in the United States and all ports worldwide (the “Trade”), including cargo movements originating and/or terminating at inland locations in the United States and all foreign countries.¹

ARTICLE 5: AUTHORITY

5.1 Foundation Council. (a) The Parties, acting together with the Platform Providers, will establish a Foundation Council consisting of each Platform Provider, each of the Foundation Carriers, and such new Foundation Carriers as may be added to this Agreement from time to time. In the event any Foundation Carrier ceases to be party to this Agreement, it shall also cease to be a member of the Foundation Council.

(b) The Platform Providers are required to provide the Foundation Council with all material information regarding, consult with the Foundation Council in respect of, and obtain the approval of the Foundation Council ~~by a vote of unanimous less one~~ in advance of taking any of the following actions:

- (i) material changes to the adoption, in all material respects, of broadly applicable industry standards or any material deviations from applicable standards set forth by the Digital Container Shipping Association;
- (ii) Any material changes to the types or amounts of data to be provided by Foundation Carrier or any changes which do not treat the Foundation Carriers equally in all material respects relating to Foundation Carrier Data;

¹ Although the activities described herein shall also be undertaken with respect to trades between countries other than the United States, such trades are not within the scope of the U.S. Shipping Act or the jurisdiction of the Federal Maritime Commission (“FMC”) and therefore are not included in this Agreement.

(iii) material changes to the direction or strategy of the Platform as an open supply chain platform underpinned by blockchain technology and consisting of an ecosystem of industry participants, a platform accessible via an open API that brings the ecosystem together through a set of open standards and enables the industry to share information and collaborate, and a marketplace that enables applications to sit atop the Platform;

(iv) The introduction, development or licensing of products that use Foundation Carrier Data or would otherwise reasonably be expected to have a materially adverse impact on the core business of one or more Foundation Carriers;

(v) Any material changes to, or material deviations from, the means and extent of data access by Platform Providers, or any changes to the means and extent of data access which do not treat the Foundation Carriers equally in all material respects (except as may be agreed in writing by any affected Foundation Carrier on a case-by-case basis);

(vi) Any material changes to (x) data specification to the extent related to the provision of Foundation Carrier Data or access to or use of such Foundation Carrier Data; or (y) the terms governing the use of Foundation Carrier Data;

(vii) The addition of new members to the Foundation Council unless otherwise agreed among the Parties;

(viii) Any contracts for products or services to be provided by IBM, GTD or their respective affiliates relating to the Platform otherwise than on commercially competitive prices and terms;

(ix) Any changes to or implementation of any part of the TradeLens Platform business model to charge a fee for the standard offerings of the TradeLens Platform to the Foundation Carriers, in their capacity as ocean carriers, rather than customers; or

(x) Any changes to customer contracts to the extent such changes impact Foundation Carrier confidentiality obligations to customers.

For purposes of this Article 5.1(b), approval of the Foundation Council requires the affirmative vote of (i) at least two (2) of the original Foundation Carriers and both of the Foundation Carriers added hereto by Amendment No. 1, or (iii) all three (3) of the original Foundation Carriers.

(c) The Platform Providers are required to provide the Foundation Council with all material information regarding, and are required to consult with the Foundation Council prior to making any material decisions relating to the following matters:

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- (i) introduction or development of products on the Platform;
- (ii) Product Packaging;
- (iii) changes to top collaboration leadership team of the TradeLens Platform;
- (iv) The volume and dollar amount of transactions processed by the Platform;
- (v) Significant capital expenditures regarding the business or the TradeLens Platform to the extent not clearly set forth in the budget provided to the Foundation Carriers; or
- (vi) The transfer of all or substantially all of the Platform to any person or any plan to combine the Platform with another platform.

5.2 Provision and Confidentiality of Data. (a) Each Party hereby agrees, subject to each Party's confidentiality obligations to its customers, to provide data to the Platform consisting of: (i) documents (including sea waybills and bills of lading); (ii) transportation milestones (e.g., gate-in, gate-out, etc.); and (iii) party identity (shipper, consignee, forwarder, etc.). This data will be shared on the Platform, on a permissioned basis, among those supply chain stakeholders who are onboarded to the Platform and involved in the carriage of a relevant shipment.

(b) Unless otherwise agreed in writing with the applicable Foundation Carrier, neither of the Platform Providers has any right to use the data provided

by a Foundation Carrier in any form for any purpose other than in their role as Platform Providers.

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(c) No Party shall share any Competitively Sensitive Information with any other Party. The Parties shall limit disclosure of Competitively Sensitive Information to the Platform Providers to what is strictly necessary for a proposal or contract or for subsequent customer onboarding. The Foundation Carriers should reduce the sensitivity of such Competitively Sensitive Information where possible. The Platform Providers are not permitted to disclose any Competitively Sensitive Information they may receive from a Party to any other Party (or to any of its affiliates), nor shall GTD provide such Competitively Sensitive Information to any of its affiliates, unless its affiliate is involved in the carriage of the relevant shipment.

(d) No Party shall be entitled to a greater level/type of access to the Platform than any other Party or equivalent Network Members. No Maersk employee (with the exception of permissioned GTD staff) shall be granted access to the platform by GTD or IBM (other than through a Maersk specific user access for containers operated or otherwise handled by Maersk or its affiliates). No GTD employee with access to the TradeLens Platform shall maintain a dual or combined role within Maersk.

(e) IBM and GTD are required appoint an independent external compliance officer, after consultation with the Foundation Council, to oversee

GTD and IBM's compliance with their confidentiality obligations. The compliance officer will be responsible for reviewing and approving procedures to

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be established by GTD and IBM, in consultation with Foundation Carriers, to ensure compliance with the terms of this Agreement. The compliance officer will also have the power and the duty to perform investigations regarding potential or alleged violations of the confidentiality obligations imposed by this Agreement upon the request of GTD, IBM, or a Foundation Carrier. The independent external compliance officer will maintain comprehensive records of his/her activities (including all versions of guidelines, occurrences of trainings and tests) and make them available to Foundation Carriers upon request. More generally, Foundation Carriers shall have access to the compliance officer to provide information or seek clarifications.

5.3 Marketing. (a) The Parties are authorized to coordinate with one another and with the Platform Providers on the marketing of the Platform as set forth in Articles 5.3(b) and 5.3(c) below.

(b) In respect of any new customer that joins the TradeLens Platform, the Platform Providers will request that such customer encourage its clients, vendors and other counterparties or partners in the supply chain to join the Platform. One or both of the Platform Providers are responsible for developing marketing materials for the Platform, for establishing the prices for Platform services, and for contracting with users of the Platform. The Platform Providers

will provide training to the employees of the Parties with respect to use and marketing of the Platform, and demonstrations to potential users of the Platform.

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(c) Each Party will encourage its customers and supply chain partners to use the Platform. Each Party shall use its respective reasonable best efforts to solicit feedback from Network Members, Platform customers, and potential Network Members and Platform Customers regarding such person's use and potential use of the Platform and shall share any such material feedback with the Platform Providers and other Foundation Carriers at the **assessment** meetings described in Article 6.4 hereof.

5.4 Compliance with Law in Marketing and Operations.

(a) The Platform Providers and the Foundation Carriers recognize the fundamental importance of competition law compliance to the Platform, including to ensure that it does not lead to any inadvertent coordination in the container liner shipping market.

(b) No Platform Provider is permitted to share with any Foundation Carrier any Competitively Sensitive Information relating to another Foundation Carrier and the Platform Providers are required to establish processes to protect against the sharing of Competitively Sensitive Information.

(c) Each Foundation Carrier will maintain appropriate internal arrangements to ensure that their involvement in TradeLens cannot affect competition in the container liner shipping market. With respect to a customer

opportunity, no Foundation Carrier shall have direct contact with another Foundation Carrier except with the presence of legal counsel.

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5.5 Miscellaneous. (a) The Parties are authorized to discuss and agree among themselves and with the Platform Providers on the compensation, if any, to be paid to the Foundation Carriers by the Platform Providers.

(b) The Parties are authorized to discuss and agree among themselves and with the Platform Providers on procedures and conditions for the auditing of the Platform Providers' operation of the Platform and/or the compliance of the Platform Providers with data access/confidentiality requirements set forth herein.

(c) The Parties are authorized to discuss and agree among themselves and with the Platform Providers on indemnifications and force majeure relief.

5.6 Exclusions. It is the intent of the Parties that the authority contained in this Agreement be interpreted, exercised, and implemented in a manner that is consistent with applicable law, including Article 101 TFEU and the U.S. Shipping Act of 1984, as amended. In furtherance of the foregoing, this Agreement does not authorize the Parties to discuss or agree upon: (a) the vessel capacity to be deployed by any of them; or (b) terms and conditions under which any Party provides ocean transportation services to its customers. It is understood and agreed that the data to be discussed by the Parties shall

not include rates, charges or other terms and conditions agreed upon by a Party and its customer(s).

5.7 Further Agreements. The Parties are authorized to discuss, agree upon and execute written agreements, among themselves and with the Platform Providers, setting forth the details of agreements reached hereunder. Any such

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further agreements shall be reflected in an amendment to this Agreement, if the filing of such an amendment is legally required.

5.8 Non-Regulated Entities. It is understood that to the extent any non-regulated entity participates in activities under this Agreement, such participation does not bring such entity(ies) under the FMC's jurisdiction, nor does it confer antitrust immunity on the non-regulated entity under the Shipping Act; provided that the participation of such non-regulated entities in activities under the Agreement shall not affect the regulatory jurisdiction of the FMC or the antitrust immunity conferred by the Shipping Act on the Parties for activities under this Agreement.

ARTICLE 6: ADMINISTRATION OF AGREEMENT

6.1 The Platform is to be maintained and operated by the Platform Providers.

6.2 This Agreement shall be administered by the Parties. The Parties may from time to time establish such committees or working groups as they deem necessary or desirable, which committees or working groups may include representatives of the Platform Providers.

6.3 Regular meetings of the Foundation Council shall be held at least quarterly with ten (10) business days' notice, at such time and place as may be reasonably determined by the Platform Providers after consultation with the Foundation Council (including, for the avoidance of doubt via videoconference). Foundation Council approval may be obtained by written or electronic means, without the requirement of a meeting. The Foundation Council shall keep

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records of all actions taken by Foundation Council approval pursuant to Article 5.1(b), whether such action is taken at a meeting or by written or electronic means. The Parties, in cooperation with the Platform Providers, are authorized to adopt procedures for placing subjects on the agenda of a Foundation Council meeting for consideration and/or approval.

6.4 ~~During the twelve (12) months following the effective date of this Agreement (the "Assessment Period"), the Parties agree that, no less than every ninety (90) days, t~~The Parties (some or all of them) will hold meetings with the Platform Providers ~~("Assessment Meetings")~~, in person or by teleconference, with such frequency as they may determine from time to time, whereby appropriate representatives from the Parties~~each Party~~ and the Platform Providers will report on the matters set forth in Articles 5.2(a) and 5.3 hereof and use reasonable best efforts and work in good faith to assess and resolve any issues raised by the Parties in respect of those Articles.

6.5 Upon action taken by the Parties hereunder, Agreement counsel is hereby authorized to prepare amendments to this Agreement and information

relating thereto, and to execute and file same with the Federal Maritime Commission.

ARTICLE 7: MEMBERSHIP

7.1 Membership to this Agreement is limited to the Parties; provided, however, that in the event a new Foundation Carrier joins the Platform, an amendment to this Agreement adding that carrier as a Party hereto shall be filed with the Federal Maritime Commission subject to section 7.2 below.

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7.2 Ocean common carriers that agree directly with the Platform Providers to provide data to the Platform shall not become Parties to this Agreement. Carriers that are not ocean common carriers in the U.S. trades may provide data to the Platform, but shall not become Parties to this Agreement even if they are granted the status of a Foundation Carrier.

7.3 No Party to this Agreement shall be prohibited from participating in any other e-commerce initiative.

ARTICLE 8: VOTING

Except as otherwise provided in Article 7.1, amendments to this Agreement shall require the unanimous agreement of the Parties.

ARTICLE 9: DURATION, TERMINATION, AND EXPULSION

9.1 This Agreement shall become effective on the date it enters into effect under the U.S. Shipping Act of 1984, as amended, and shall remain in

effect indefinitely thereafter. This Agreement may be terminated by the unanimous vote of the Parties, less one.

9.2 Any Party may resign from this Agreement at any time by providing written notice to the other Parties and the Platform Providers.

9.3 In the event the Platform ceases operation, this Agreement shall terminate automatically.

9.4 Any Party which terminates its participation in the Platform shall be removed from this Agreement by the filing of an amendment with the Federal Maritime Commission.

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ARTICLE 10: GOVERNING LAW/DISPUTE RESOLUTION

10.1 All disputes between or among Parties shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce (the “ICC Rules”), except as may otherwise be specified herein or by agreement of the Parties. The arbitration shall be conducted by three arbitrators. All persons chosen as arbitrators shall be lawyers with at least fifteen (15) years of professional experience, and will be independent of the Parties, and impartial. Each Party shall nominate one arbitrator (each a “Party Nominated Arbitrator”), and the Party Nominated Arbitrators shall jointly appoint an independent chairman; provided, that, where there are more than two (2) Parties to a dispute, the Party Nominated Arbitrators shall be appointed in accordance with Article 12(6) of the ICC Rules. If no chairman is appointed within thirty (30) days of the appointment of the second Party Nominated Arbitrator, the chairman shall be appointed by the International Chamber of Commerce, in

accordance with the ICC Rules. The place of arbitration shall be New York, New York. The arbitration shall be conducted in English. The arbitrators shall award to the prevailing Party or Parties, if any, as determined by the arbitrators, its reasonable attorneys' fees and costs, including the costs of the arbitration. Judgment on any final arbitral award may be entered and enforced in any court of competent jurisdiction. The Parties shall keep confidential: (a) the fact that any arbitration occurred; (b) any awards awarded in the arbitration; (c) all materials used, or created for use in the arbitration; and (d) all other documents produced by another Party in the arbitration and not

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otherwise in the public domain, except, with respect to each of the foregoing, to the extent that disclosure may be legally required (including to protect or pursue a legal right) or necessary to enforce or challenge an arbitration award before a court or other judicial authority. The arbitrators shall have no authority to award damages excluded by this Agreement, damages in excess of the limitations contained in this Agreement or injunctive relief. Nothing in this Agreement shall prevent any Party from resorting to judicial proceedings (including seeking equitable remedies) if interim or provisional relief from a court is necessary either to prevent material prejudice to any Party or to third parties, or to prevent or stop a breach of any confidentiality provisions or intellectual property rights or unauthorized use of Foundation Carrier data or otherwise as provided in Article 11.3. Nothing in this Agreement shall prevent any Party from resorting to judicial proceedings as necessary to determine the validity or ownership of any intellectual property owned or asserted by a Party

to the Agreement, or by any parent company, subsidiary, or affiliate under common control of any Party.

10.2. The Parties are authorized to adopt mediation procedures to be followed prior to the commencement of any arbitration proceeding.

10.3 This Agreement and the rights and obligations of the Parties hereunder shall be governed by, and construed in accordance with, the internal laws of the State of New York applicable to agreements made and to be performed entirely within such State, without regard to principles of conflict of laws.

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ARTICLE 11: GENERAL PROVISIONS

11.1 This Agreement does not create a joint venture, partnership, employment relationship or other agency relationship between or among any of the Parties.

11.2 No Party may assign its rights or delegate any of its obligations under this Agreement; provided that (i) each Party may assign this Agreement with the other Parties' prior written consent (such consent not to be unreasonably withheld) to any other affiliate of such Party and (ii) each Foundation Carrier may assign this Agreement without consent to a wholly owned subsidiary (if such wholly owned subsidiary is not formed or organized in the same country as such Foundation Carrier, such Foundation Carrier shall provide notice to IBM and GTD prior to such assignment); provided, further that, in each case, no such assignment shall release such assigning Party from

any of its liabilities or obligations under this Agreement. Any unauthorized assignment of this Agreement is void.

11.3 Each Party hereby acknowledges and agrees that: (i) each other Party would be irreparably harmed and would not have an adequate remedy at law for money damages in the event that any of the covenants or agreements of such Party in this Agreement were not performed in accordance with their terms, and it is therefore agreed that each Party, in addition to and without limiting any other remedy or right it may have, shall be entitled to an injunction or other equitable relief, without posting a bond or other security, to enforce

specifically the terms and provisions of this Agreement; (ii) such Party shall not assert that a remedy of specific enforcement is unenforceable, invalid, contrary to applicable law or inequitable for any reason; (iii) such Party hereby waives any and all defenses it may have to the remedy of such an injunction or other equitable relief; and (iv) the right of specific enforcement is an integral part of the transactions contemplated by this Agreement, and without that right, none of the Parties would have entered into this Agreement.

11.4 Except as otherwise provided herein, the rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by any Party shall not preclude or waive its right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the Parties may have under applicable law.

11.5 The obligations of each Party under this Agreement are several and not joint, and the rights of each Party shall not be dependent in any way on the performance by any other Party of its obligations.

11.6 This Agreement shall be binding upon and inure to the benefit of all the Parties and, to the extent provided by this Agreement, their affiliates, their permitted successors and assigns and their legal representatives. Nothing in this Agreement, express or implied, is intended to confer upon any person other than the Parties and, to the extent provided by this Agreement, their affiliates, their permitted successors and assigns and their legal representatives, any rights or remedies under or by reason of this Agreement.

11.7 If any term or provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other terms and provisions of this Agreement shall nonetheless remain in full force and effect. Upon a determination that any term or provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law or public policy, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the fullest extent possible.

11.8 EACH PARTY HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. EACH PARTY (i) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED TO IT, EXPRESSLY OR OTHERWISE, THAT SUCH PARTY WOULD NOT, IN THE EVENT OF ANY LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (ii) ACKNOWLEDGES THAT IT AND EACH OTHER PARTY HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVER AND CERTIFICATIONS IN THIS ARTICLE 11.8.

11.9 This Agreement may be executed in one or more counterparts, all of which, when taken together, shall be considered one and the same agreement,

and shall become effective when one or more such counterparts have been executed by each of the Parties and delivered to the other Parties. Each Party need not execute the same counterpart of this Agreement. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or electronic (including .pdf) transmission shall be effective as delivery of a manually executed counterpart of this Agreement. Once this Agreement is executed, any reproduction of this Agreement made by reliable means (for example, photocopy, facsimile or .pdf copy) is considered an original, to the extent permissible under applicable law, and all products and services referred to herein are subject to it.

11.10 The Parties have participated jointly and were adequately represented by counsel in the arm's-length negotiation and drafting of this Agreement and, in the event that an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by such parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

11.11 The Parties will not, and will cause each of their respective affiliates not to, directly or knowingly indirectly, make or give, offer or promise to make or give, or authorize the making or giving of anything of value to any person for (i) the purpose of (a) wrongfully influencing any act or decision, (b) inducing any act or omission to act in violation of a lawful duty, (c) inducing a misuse of influence or (d) securing any improper advantage, or (ii) any purpose

that is otherwise unlawful under any relevant anti-corruption law, where in either case of clause (i) or (ii) there is any direct or indirect connection or relation to this Agreement or such Foundation Carrier's exercise of rights or satisfaction of obligations under this Agreement.

11.12 Each Party will, and will cause each of its affiliates to: (i) comply, at such Party's own expense, with all relevant laws, including all anti-corruption laws, laws governing transactions with governmental authorities, antitrust and competition laws (including, but not limited to, with respect to the confidentiality of data), insider trading, securities, and financial reporting laws, laws governing consumer transactions, laws regarding the privacy, protection and security of personal data and import and export laws and regulations throughout the world, where such compliance has any direct or indirect connection or relation to this Agreement or a Party's exercise of rights or satisfaction of obligations under this Agreement; and (ii) not knowingly take any other action that would cause the other Parties to violate any such relevant laws.

11.13 Each Party to this Agreement will comply with applicable sanctions within the framework of such Party's exercise of rights or satisfaction of obligations under this Agreement or in connection with the promotion or use of the Platform, and not take any action that will cause another Party to violate applicable sanctions. Without limiting the foregoing, the Foundation Carriers will take measures reasonably designed to confirm they do not (A) upload any documentation or other information to the Platform related to (i) any shipment

in which any party is a prohibited person with or to whom it is not legal for any Party to enter into business transactions, provide funds, other economic resources or services under applicable sanctions, or (ii) any shipment with a port of origin (i.e., port of loading), port of destination (i.e., port of discharge), or port of call in a sanctioned jurisdiction, in all cases, unless authorized by relevant sanctions, or (B) use any information of the type referred to in Clause (A) in the furtherance of the Platform, including in any products or services, unless authorized by relevant sanctions.

11.14 All notices will be in writing and will be valid if sent by: (i) registered or certified mail, return receipt requested, postage paid; (ii) by facsimile (provided the receipt of the facsimile is evidenced by a printed record of completion of transmission); (iii) by express mail or courier service providing receipt of delivery; or (iv) by email, return receipt requested. Notice will be effective upon receipt. All notices should be addressed as follows:

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CMA CGM S.A.	MAERSK A/S
4, quai d'Arenc 13235 Marseilles Cedex 02, France Email: ho.garnoux@cma-cgm.com	Esplanaden 50 DK-1263 Copenhagen, Denmark Attn: Head of Legal Email: Casper.munch@maersk.com
MSC MEDITERRANEAN SHIPPING COMPANY S.A.	<u>HAPAG LLOYD</u> <u>AKTIENGESELLSCHAFT</u>
12-14 Chemin Rieu 1208 Geneva Switzerland Email: CH001-corporatelegal.notices@msc.com	Ballindamm 25 20095 Hamburg Germany Email: Thomas.Mansfeld@hlag.com
<u>OCEAN NETWORK EXPRESS PTE LTD.</u>	
7 Straits View, Marina One East Tower, #16-01, Singapore 018936 Email: Kosuke.wada@one-line.com	

Any Party may change its address by a notice given to the other Parties in the manner set forth above.

[SIGNATURE PAGE FOLLOWS]

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SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties have caused this Agreement to be
executed by their duly authorized representatives as of this __ day of June,
2021.

CMA CGM S.A.

Maersk A/S

By: _____
Name:
Title:

By: _____
Name:
Title:

MSC Mediterranean Shipping Company S.A. Hapag Lloyd Aktiengesellschaft

By: _____
Name:
Title:

By: _____
Name:
Title:

Ocean Network Express Pte Ltd.

By: _____
Name:
Title:

APPENDIX A -- PARTIES TO THE AGREEMENT

CMA CGM S.A.
4, quai d'Arenc
13235 Marseilles Cedex 02, France

Maersk A/S
Esplanaden 50
DK-1098, Copenhagen, Denmark

MSC Mediterranean Shipping Company S.A.
12-14 Chemin Rieu
1208 Geneva
Switzerland

[Hapag Lloyd Aktiengesellschaft](#)
[Ballindamm 25](#)
[20095 Hamburg, Germany](#)

[Ocean Network Express Pte. Ltd.](#)
[7 Straits View, Marina One East Tower,](#)
[#16-01, Singapore 018936](#)

APPENDIX B – DEFINITIONS

“Competitively Sensitive Information” means non-public information on prices (including discount, structures and rebates), costs and margins, other price setting factors, suppliers, market share, commercial strategy, customer lists, individual transportation plans, production costs, quantities and capacities, turnover, sales, marketing plans, investments, technologies, R&D products and their results or any other trade secrets.

“Foundation Carrier Data” means with respect to each Foundation Carrier, the data and documents that are provided by such Foundation Carrier or on behalf of such Foundation Carrier to the TradeLens Platform or a Platform Provider under this Agreement.

“Network Members” means any ocean carriers, terminal operators, inland transportation providers, government authorities, and other supply chain stakeholders participating in the Platform that provide and/or exchange information on the Platform and have executed a network member agreement with the Platform Providers setting forth the terms of such participation in the Platform.

“Product Packaging” means the way products are released to the market as commercial offerings such as naming, capability features, product tiers, and feature bundling.